



# Notice of Price Agreement Award

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Printed: 2/24/2006

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

V E N D O R	EMERGENCY MEDICAL GROUP LLC 25 VAN ZANT ST NORWALK CT 06855	AUTO. EXTERNAL DEFIBRILLATOR	
		Award Number <b>68M00343799</b>	Effective Period: <b>1/1/06 - 12/31/06</b>

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 01/30/2006 Buyer: ALMA MILLER Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-370	B05872
Item		Unit	Unit Price
	<p>1/1/06 - 12/31/06 WITH THE OPTION TO RENEW FOR TWELVE (12) MONTHS, AT THE SAME PRICE, AT THE SOLE DISCRETION OF THE STATE.</p> <p>MASTER PRICE AGREEMENT #370</p> <p>THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p>		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

STATE PURCHASING AGENT/DESIGNEE



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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-370	B05872
Item		Unit	Unit Price
	<p>REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number.</p> <p>Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.</p> <p>AUTHORIZATION AND RELEASE. In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.</p> <p>A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.</p> <p>AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-370	B05872
Item		Unit	Unit Price
1.0	<p>THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.</p> <p>A PHYSICIAN'S PRESCRIPTION IS REQUIRED IN ORDER TO OBTAIN AN AED.</p> <p>THE EXCEPTION IS THE PHILIPS ONSITE AED.</p> <p>AUTOMATED EXTERNAL DEFIBRILLATOR - PHILIPS HEARTSTART ONSITE - SEE ATTACHED FOR FURTHER PRICES AND MODELS</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.</p> <p>VENDOR TELEPHONE: 203-855-1300 VENDOR FAX: 203-855-0303</p>	EA	941.70

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# Bid Response Detail

State of Rhode Island • Bid #B05872

## Pricing Detail

### Philips HeartStart OnSite Defibrillator

Item	Description	Price
M5066A	<b>HeartStart OnSite Defibrillator (HS1)</b>	<b>\$ 941.70</b>
	The HeartStart OnSite Defibrillator includes a battery, 1 SMART Pads Cartridge, Quick Start Poster, Quick Reference Guide, and Owners Manual plus the user-selected carrying case. The HeartStart OnSite Defibrillator device includes a 60-month manufacturer's warranty. HS1 battery includes a 4 year warranty from time of installation. SMART Pads Cartridge warranty extends to the expiration date. Other accessories include a 12 month warranty.	
	<b>When purchasing M5066A, customer must also choose one carry case option—</b>	
Opt C01	Standard Carry Case (recommended; can carry spare battery and pads cartridge)	<b>\$ 63.86</b>
Opt C02	Slim Carry Case	<b>\$ 22.58</b>

### Philips HeartStart OnSite Accessories

M5070A	Battery for HeartStart Defibrillator, HS1	\$ 93.53
M5071A	Adult SMART Pads Cartridge, HS1	\$ 38.06
M5072A	Infant/Child SMART Pads Cartridge, HS1	\$ 61.28
68-PCHAT	Fast Response Kit	\$ 26.45
7024DCA	Premium AED Wall Cabinet, alarm, surface mount	\$ 170.93
M3857A	Wall Mount Bracket	\$ 57.41
M3858A	Defibrillator Wall Sign	\$ 20.64
M5066-89100	HeartStart HS1 and FR2 Toolkit, NTSC	\$ 31.61
M5073A	Adult Training Pads Cartridge, HS1	\$ 48.38
M5074A	Infant/Child Training Pads Cartridge, HS1	\$ 51.60
M5085A	HeartStart Trainer	\$ 190.28
M5088A	Internal Manikin Adapter (compatible w/HeartStart Trainer M5085A only)	\$ 19.35
M5089A	External Manikin Adapter, 10-pack	\$ 32.25
M5090A	Adult Pad Placement Guide	\$ 16.13
M5093A	Replacement Pads, Adult Training	\$ 19.35
M5094A	Replacement Pads, Infant/Child Training	\$ 19.35

# Bid Response Detail

State of Rhode Island • Bid #B05872

## Philips HeartStart FRx Defibrillator

Item	Description	Price
861304	<b>HeartStart FRx Defibrillator</b> The HeartStart FRx Defibrillator includes an Owner's Manual, Battery, SMART Pads II (1 set), and a Quick Reference Guide. The HeartStart FRx Defibrillator device includes a 5 year manufacturer's warranty at no charge. Battery includes 4 year warranty. Other accessories include a 1 year warranty.	\$ 1,222.28

## Philips HeartStart FRx Accessories

989803139251	Carrying Case, FRx Defibrillator	\$ 80.63
M5070A	Battery, Long Life LiMnO2 for HS1/FRx	\$ 93.53
989803139261	HeartStart SMART Pads II (1 set)	\$ 31.61
989803139311	Infant/Child Key	\$ 57.41
68-PCHAT	Fast Response Kit	\$ 26.45
7024DCA	Premium AED Wall Cabinet, alarm, surface mount	\$ 170.93
M3857A	Wall Mount Bracket	\$ 57.41
M3858A	Defibrillator Wall Sign	\$ 20.64
989803139321	FRx Training Toolkit (Includes Powerpoint presentations, presenter's guide, student guide and training DVD)	\$ 31.61
989803139341	FRx Product Training DVD	\$ 9.68
989803139271	Training Pads II (Note: for Infant/Child training applications, buy the Infant/Child Key separately)	\$ 48.38
M5089A	External Manikin Adapter, 10-pack	\$ 32.25
M5090A	Adult Pad Placement Guide	\$ 16.13
989803139291	Replacement Training Pads II (Includes pads, wire and plug)	\$ 19.35

# Bid Response Detail

State of Rhode Island • Bid #B05872

## Philips HeartStart FR2+ Defibrillator

Item	Description	Price
M3861A	HeartStart FR2+ Defibrillator, no ECG	\$ 1,544.78
M3860A	HeartStart FR2+ Defibrillator with ECG	\$ 1,931.78
All HeartStart FR2+ models include one FR2+ Users' Guide, one Battery, Defibrillation Pads (2 sets), Tray for Data Card, and a Quick Reference Card. All FR2+ models include a 60-month manufacturer's warranty at no charge. Batteries are warranted for four years from the time of installation. Pads are warranted until expiration date. All other accessories include a 12-month warranty.		

## Philips HeartStart FR2+ Accessories

DP2	HeartStart AED Defibrillator Pads, 2-pack	\$ 44.51
DP6	HeartStart AED Defibrillator Pads, 6-pack	\$ 115.46
M3870A	FR2 AED Infant/Child Defibrillator Pads, 1-pack	\$ 58.05
M3863A	Battery, Long-Life LiMnO2, for FR2 Series	\$ 154.80
M3848A	Battery, Rechargeable LiON for FR2+ (FR2s shipped before 11/12/01 need a software upgrade to use)	\$ 170.93
M3849A	Charger for FR2+ Rechargeable Battery (REF M3848A)	\$ 96.75
68-PCHAT	Fast Response Kit	\$ 26.45
M3873A	FR2+ ECG Assessment Module, AAMI (FR2s shipped prior to 11/12/01 need a software upgrade to use this feature)	\$ 193.50
M3854A	Data Card and Tray for FR2 Series	\$ 57.41
M3868A	Carrying Case for FR2 Series	\$ 80.63
M3869A	Vinyl Carrying Case for FR2 Series	\$ 80.63
7024DCA	Premium AED Wall Cabinet, alarm, surface mount	\$ 170.93
M3857A	Wall Mount Bracket	\$ 57.41
M3858A	Defibrillator Wall Sign	\$ 20.64
05-10000	HeartStart Pads Adapter (QUIK-COMBO™)	\$ 19.35
M3864A	Training & Admin Pack for FR2 Series	\$ 129.00
M3855A	Charger for FR2 Training & Admin. Pack (includes US power cord)	\$ 80.63
M5066-89100	HeartStart HS1 & FR2+ Toolkit, NTSC	\$ 31.61
M3752A	HeartStart AED Trainer 2 (Includes Carrying Case, 1 set of Defibrillator Training Pads)	\$ 209.63
M3753A	Remote Control for AED Trainer 2	\$ 31.61
M3754A	Programming Kit for AED Trainer 2 (includes PC Cable and CD with software)	\$ 19.35
07-10900	Defibrillator Training Pads: 1 set	\$ 16.13
M3871A	FR2 Series Infant/Child Training Pads	\$ 29.03



## Automated External Defibrillator (AED) Physician Medical Authorization

### Organization

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

### Authorizing Physician

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

DEA#: \_\_\_\_\_

### Authorization

The organization named above is authorized to own and use \_\_\_\_\_ (indicate #) HeartStart Defibrillator(s) and Accessories for emergency use in the treatment of sudden cardiac arrest. Unit(s) to be dispensed under my medical direction and used according to manufacturer labeling. Dispense as written.

State any restrictions to this medical authorization, if applicable: \_\_\_\_\_  
\_\_\_\_\_

Physician Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Return Completed Authorization to:

**Emergency Medical Group**  
25 Van Zant Street, 2<sup>nd</sup> Floor  
Norwalk, CT 06855  
Tel. 800-638-5857 x83  
**Fax: (203) 855-0303**



## **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

## **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

**State Agencies** shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.